plied with the notice in that they had performed the act on June 12, 1981. He relies amongst other cases mainly on *Norman* v. *Rickitts.*[2] The circumstances in that case are very different. I cannot accept in the circumstances here that what the respondents did on June 12, 1981 amounted to payment to the applicants.

The course of dealings was that the respondents' solicitors sent a letter by hand and such a letter containing the cheque was not received by the applicants' solicitors before the expiry of the notice. So there was non-compliance with the notice by the respondents here and the applicants were entitled, at the expiry of the notice, to treat that the agreement had been repudiated by the respondents and proceed to treat the agreement as annulled and act as provided in the clause.

On both these points I am against the respondents. That being so the applicants must succeed in this application to have the caveats removed.

Costs in the cause.

Application allowed.

Solicitors: *Yap & Yap; L.A.J. Smith.*

ONG CHONG SOO v. TAN ENG TAI & ANOR.

[O.C.J. (Sinnathuray J.) February 24, 1982]
[Singapore — Suit No. 675 of 1980]

Land Law — Sale and purchase agreement — Correspondence between parties — Whether there was a contract concluded.

Contract — Sale and purchase of land — Correspondence — Whether there was concluded contract between parties.

The issue before the court was whether on the proper construction of certain letters exchanged between the solicitors for the parties, there was a contract of sale concluded between the plaintiff as the intending purchaser and the defendants as owners of No. 17 Lakme Street for the purchase of the premises at $177,000.

Held, dismissing the plaintiff's claim: (1) the sale and purchase was subject to contract and there was nothing in the exchange of letters between the parties from which it can be said or inferred that there was a change in the intention of either of the parties to create binding legal relations between themselves in any other way;

(2) the exchange of letters between the solicitors was with regard to the negotiations relating to the making of an Agreement for Sale and Purchase which was to be the contract between the parties.

Cases referred to:-

(1) *Griffiths* v. *Young* [1970] 3 All E.R. 601.

(2) *Yeo Long Seng* v. *Lucky Park (Pte.) Ltd.* [1971] 1 M.L.J. 20.

[**Editorial Note:** See *Quek Choon Huat* v. *R.M. Seow & Anor.* [1981] 2 M.L.J. 3.]

CIVIL SUIT.

Andrew Ee for the plaintiff.

Sim Teow Geok for the defendants.

Sinnathuray J.: In this case the issue formulated by counsel for the plaintiff is whether on the proper construction of certain letters exchanged between the solicitors for the parties, there was a contract of sale concluded between the plaintiff as the intending purchaser and the defendants as the owners of No. 17 Lakme Street for the purchase of the premises at the price of $177,000. The relevant letters are these.

On November 19, 1979 Messrs. Kao & Johns, solicitors for the plaintiff, wrote to the defendants' solicitors, Messrs. Sim Teow Gok & Co. as follows:

"We are instructed by our client that he has agreed subject to contract to purchase [No. 17 Lakme Street] from your client at the price of $177,000 with vacant possession on completion. If you are similarly instructed please let us have the title deeds on loan on the usual undertaking... and the draft contract for our approval."

On December 6, 1979 the defendants' solicitors sent the Agreement for Sale and Purchase in duplicate to the plaintiff's solicitors for their approval with the request that they be treated as faired copies if the solicitors found them in order.

On December 22, 1979 the plaintiff's solicitors returned to the defendants' solicitors the Agreement for Sale and Purchase in duplicate duly signed by the plaintiff together with the cheque for the sum of $17,700 as deposit. In the letter the plaintiff's solicitors requested for the return of a copy of the Agreement duly signed by the defendants. Equally material is paragraph two of the letter which reads as follows:

"Please note that we have made the following amendments and insertions to your agreement:—

(a) We have provided in Clause 1 that the deposit is to be paid to you as stakeholders. This is in view of the fact the property is still under mortgage at the moment and also because of special condition (A) hereinafter referred to.

(b) We have inserted the words 'Subject to Special Condition A' in Clause 4.

(c) We have made the following amendments to Clause 7:—

(i) We have inserted at the beginning the words 'Subject to Special Condition A'.

(ii) We have inserted a proviso to provide that your clients will be responsible for any increase in property tax for the period before completion even though notice is served on or after the date of completion.

(d) We have inserted the date of completion as March 20, 1980 with an option on our client's part to complete earlier. We trust that this is acceptable to your clients.

(e) We have inserted Special Condition A in view of the fact that we have not yet received back our requisitions to the usual Government and other departments. We trust your clients will agree to this."

On January 18, 1980 the defendants' solicitors replied to the plaintiff's solicitors as follows:

"We refer to your letter of the [22nd] ultimo and are informed by our clients that they are only prepared to allow your client up to the end of February 1980 to finalise the purchase herein.

Please obtain your client's instructions before we forward to you a signed copy of the Agreement with the date of completion duly amended."

The only other letter I need refer to is the letter from the plaintiff's solicitors dated January 29, 1980, the relevant part of which is as follows:

"...we are instructed by our clients that they are agreeable to completion taking place on February 28, 1980.

Kindly return one copy of the Agreement duly signed as soon as possible."

The plaintiff's case is that, though in the letter

of November 19, 1979 the parties started off "subject to contract", by the letter of December 22, 1979 the plaintiff had made an offer to the defendants, and by the letter of January 18, 1980 the defendants had accepted the offer. Alternatively, the submission for the plaintiff is that if the letter of January 18, 1980 did not constitute an acceptance, it was at least a conditional acceptance (the condition that remained to be resolved being the completion date), and by the letter of January 29, 1980 there was a concluded contract between the parties.

I rejected the submissions made for the plaintiff for the reason that after the first letter of the plaintiff's solicitors dated November 19, 1979 which stipulated that the sale and purchase was "subject to contract", there is nothing in the exchange of letters I have referred to from which it can be said or inferred that there was a change in the intention of either of the parties to create binding legal relations between themselves in any other way. It is in this regard that the facts here are different from the facts in *Griffiths* v. *Young*[1] and the decision of Winslow J. in *Yeo Long Seng* v. *Lucky Park (Pte.) Ltd.*[2] In my judgment the exchange of letters between the solicitors was with regard to the negotiations relating to the making of an Agreement for Sale and Purchase which was to be the contract between the parties. It confirms in my mind what I said in the course of the hearing that to accede to the submissions for the plaintiff would throw into confusion the conveyancing practice in this country. For these reasons the plaintiff's claim was dismissed with costs.

Claim dismissed.

Solicitors: *Andrew Ee & Co.; Sim Teow Goh & Co.*

ANWAR SIRAJ v. TANG I FANG

[O.C.J. (Rajah J.) March 17, 1982]

[Singapore — Motion in Suit 3866 of 1981]

Administrative Law — Disciplinary proceeding — Objection to defendant adjudicating in proceeding — Nemo debet esse judex in propria causa — Whether rule of necessity applies in this case.

Employment — Disciplinary proceeding — Objection to defendant's participation in disciplinary inquiry against plaintiff and to adjudicate thereon — Nemo debet esse judex in propria causa.

The plaintiff joined the Jurong Town Corporation (the Corporation) in November 1973 as an Assistant Secretary. He received subsequent promotions and became Deputy Head of the Development Division in 1980. The defendant was Chairman of the Corporation. In March 1981, the defendant suggested to the plaintiff that he should resign his employment with the Corporation and join Intraco Ltd. The plaintiff refused to comply with the suggestion and did not tender his resignation. On March 31, 1981 he was handed a letter transferring him from April 1, as Administrative Officer, Jurong Port, a post that was below that held by him as Deputy Head, Development Division. He inquired the reason for his transfer and correspondence ensued between him and the Head of the Development Division. He also wrote to the Ministry of Trade & Industry of his dissatisfaction. Thereafter he received a letter of August 13, 1981 from the General Manager of the Corporation accusing him of having committed offences under the "Terms and Conditions of Service" (hereinafter called the Regulations). The plaintiff was asked to show cause within 14 days why action should not be taken against him.

By a letter dated August 24, 1981 addressed to the General Manager, the plaintiff objected to the Chairman adjudicating on 3 of the charges against him, as the Chairman himself was involved in them. The Corporation wrote to him on September 29, 1981 stating that "since the Rules do not provide any alternative procedure, the Chairman is bound to act in accordance with the Rules." On October 15, 1981 the plaintiff sought and obtained an Interim Injunction against the defendant restraining him from proceeding to inquire into offences alleged against the plaintiff and from adjudicating on the matter until further order. The matter came up before the court for further hearing.

Held, allowing the plaintiff's application: (1) the defendant had been properly made party to the proceedings as his presence was necessary for determining the point at issue, namely, as to whether he should be permitted to participate in the disciplinary inquiry against the plaintiff under the Regulations and to adjudicate thereon;

(2) the instant case is one where the Chairman is not able to act as the law has cast a disability on him to act in the same way that section 5(7) of the Jurong Town Corporation Act (Cap. 209) has cast a disability on him to act whenever he has any business in which he is interested;

(3) under section 7 of the said Act it is for the Corporation to appoint and dismiss employees. It is well within the ambit of the powers of the Corporation to relieve the Chairman of the anomalous position in which he unwittingly finds himself by either appointing the Deputy Chairman or any other member of the Corporation to take his place;

(4) as the Regulations were brought into the plaintiff's contract of service by mutual agreement they may also be amended to meet the very special and unusual circumstances of the instant case.

Cases referred to:-

(1) *William Dimes* v. *The Proprietors of the Grand Junction Canal & Ors.* 10 E.R. 301.

(2) *Jackson* v. *Barry Railway Co.* [1893] 1 Ch. D. 238.

(3) *Nuttall* v. *Mayor etc. of Manchester* (1892) 8 T.L.R. 513.

(4) *Robert W. Blackwell & Co. Ltd.* v. *Derby Corporation* (1911) LXXV J.P. 129.

(5) *Bristol Corporation* v. *John Aird & Co.* [1913] A.C. 241.

MOTION IN SUIT.

J.B. Jeyaretnam for the plaintiff.

J. Grimberg for the defendant.

Rajah J.: The plaintiff joined Jurong Town Corporation (the Corporation) in November 1973, having been appointed to a senior officer's post of Assistant Secretary. The Corporation was established in 1968 under the Jurong Town Corporation Act (Cap. 209) (the Act) for the purpose of providing facilities for the management of industrial estates and sites in Singapore and amenities for the advancement of the well-being of the people living and working in such industrial estates and sites. The Corporation consists of a Chairman, a full-time officer of the Corporation, a Deputy Chairman and 15 other members.

The following sections of the Act are, to my mind, relevant to the issues raised in this Motion:—

Section 5(5) of the Act provides:

"(5) If for any reason the Chairman is absent or unable to act or the office of Chairman is vacant, the Deputy Chairman or in the absence of both the Chairman and the Deputy Chairman any member of the Corporation duly appointed by the members present at any meeting of the Corporation may exercise all or any of the powers conferred, or perform all